



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
PROCUREMENT



ELECTRONIC REQUEST FOR QUOTES

ADOT SOLICITATION REFERENCE NUMBER: **T09-17-00003**

Commodity Code: **0975-000, 0975-0026, 0975-0040**

Description: **Rental of One (1) 90' Non-Operated Bucket Truck**

DUE DATE: August 20, 2008

at 5:00 P.M. MST

DATE POSTED: **August 13, 2008**

Submittal Location:

Arizona Department of Transportation
Procurement Group
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, Arizona 85007

REPLY TO: FAX: (602) 712-8647

Responsible Procurement Officer: **Nancy Caffrey**

Phone: **(602) 712-8595**

TOTAL AGGREGATE AMOUNT FO THIS CONTRACT WILL NOT EXCEED \$50,000.00.

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

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1.0 GENERAL REQUIREMENTS

The Arizona Department of Transportation, hereinafter referred to as the Department, has the need to rent One (1) 90' Non-Operated Bucket Truck, in accordance with the requirements of this Electronic Request for Quotes.

Exhibit 1 is the Typical Daily Maintenance Checklist that is utilized by the Department during the time of the rental of equipment.

2.0 SPECIFICATION

Rental of a Non-Operated 90' Bucket Truck, single-two man fiberglass basket on a 6x4 chassis, without material handling.

If bucket truck is here locally (within Phoenix) the Department's CDL Licensed Operator will be picking up and returning the 90' Non-Operated Bucket Truck.

If bucket truck is not local (outside Phoenix) bucket truck will need to be delivered.

3.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Nancy Caffrey at (602) 712-8595.

4.0 SPECIAL TERMS AND CONDITIONS

4.1 TERM OF CONTRACT

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein. **Aggregate amount of contract shall not exceed \$50,000.00.**

4.2 CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

The Department reserves the right to unilaterally extend the period of any resultant contract for 31 days beyond the stated expiration date.

4.3 CHANGES

The Department reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the Department. All changes shall be documented by formal amendments to the contract.

4.4 RENTAL AGREEMENTS

Any and all agreements entered into between the awardee and the Department before or after award of this contract shall herein be null and void.

The Terms and Conditions of this contract shall take the place of any implied, printed or otherwise imposed covenants of the Offeror's Standard Rental Agreement forms used in the normal course of business or any other agreements between the Contractor and the Department.

4.5 EQUIPMENT RE-RENTAL

Re-rental rate on equipment which is normally available but is to be rented from others by the contractor for the purpose of renting to the Department shall not exceed the discount rate offered on the Price Sheet for similar equipment by more than ten (10) percent. In all cases of re-rental rate shall be consistent with the standard rental rates offered.

Contractor's intent to supply re-rental equipment shall be disclosed immediately upon receipt of, or determination of, such information. In all cases the Department shall approve before picking up, receiving or delivery of the rental equipment.

4.6 EQUIPMENT FAILURE

The Department shall not be responsible for equipment failure caused by normal wear. Downtime of equipment caused by normal operating wear shall be deducted from payment. The Department shall be responsible for equipment failure resulting from misuse by Department employees.

Estimate of claim for damage caused by misuse shall be submitted to both the cognizant Procurement Officer and the responsible employee noted on the purchase order renting the equipment. Contractor's estimate form shall be processed within 48 hours after return of the equipment. Estimate shall contain detailed information relating to parts and labor associated with the repairs. Any estimates for repair shall be supported by a memo containing sufficient information to prove the Department's responsibility for repairs. **Repairs started prior to approval from the Department will not be honored.**

Where practical small job-site repairs associated with bonafide equipment rentals may be performed by the Department. All such repairs shall be approved by the contractor prior to commencement of repair associated billable activity. Approval agreement shall include, but not limited to duration of work, price of parts, type of work, method of payment and total estimated price. Typical types of work performed by the Department may include, but shall not be limited to, tire repair, hydraulic connection repair, changing bucket sizes, and light bulb replacement. At no time shall the amount of repairs exceed the amount of rental charges. At no time shall the Department be required to perform repairs of any kind.

4.7 BREAKDOWNS

If rented equipment is broken down, Contractor shall replace or repair within twenty- four (24) hours.

4.8 PAYMENT

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within 30 days.

4.9 BID EVALUATION

In accordance with the Arizona Procurement Code §41-2535, Request for Quotation, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Electronic Request for Quote.

4.10 DELIVERY

Deliveries shall be completed as soon as possible, but no later than **the number of days specified on Attachment 2, Price Sheet**, after receipt of order (ARO). The successful bidder shall contact **David Smith at (602) 999-5144** forty-eight (48) hours prior to delivery.

4.11 OUT OF STATE EQUIPMENT DELIVERY

If the contractor does not have equipment source available in the State of Arizona, delivery charges shall be the sole responsibility of the Department, as indicated on the Price Sheet, Attachment 2. The contractor shall retain title and control of all goods until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The

Department will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

4.12 ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Traffic Supply Center prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the specifications, mechanical integrity, workmanship, quality and materials.

Thirty (30) calendar days shall be allowed for the inspection process. If delivered equipment is returned to the contractor for the corrective action prior to acceptance for any reason, an additional period of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur.

Equipment returned to the contractor for corrective action may delay payment. Invoices will be processed for payment only after equipment is accepted by The Department.

4.13 INVOICING

Invoices shall be submitted to:

**Arizona Department of Transportation
Traffic Supply Center
2104 South 22nd Avenue
Phoenix, Arizona 85009
Attn: Laverne James**

Invoices shall include at a minimum:

- Taxable and non-taxable invoice items shall be separated.
- Time out days of rental billed and time in, when applicable.
- Rates charged shall be itemized in multiples of the greatest full period(s); (month/weekly/day/hour) elapsed. Periods beyond the greatest period invoiced shall be prorated in fractions of the rate of the greatest period shall be charged at the rate of the next full period, whichever is less.
- Description(s) of equipment rented shall be in terms used, which are substantially similar to those used on the Price List submitted with the offer.
- Fuel consumed and not replaced by the Department shall be invoiced at the current retail price charged to walk-in customers, if applicable.
- Typed or printed first and last name of the Department's personnel signing for the rental.
- Typed or printed business telephone number of the Department's personnel signing for the rental.
- Typed or printed Department "org" of the Department's personnel signing for the rental.
- Typed or printed Purchase Order number.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE DATE FOR STARTING THE 30 CALENDAR DAY PAYMENT PERIOD.

4.14 TAXES ON LABOR/RENTAL COMBINATION

Invoices, which include a combination of labor and other goods, which are taxable, shall be billed at the rate most favorable to the Department. The Department will either pay the full tax rate of 65% of the invoice or the full rate on only itemized lines, which are not tax exempt. The applicable tax rate shall be stated on the Price Sheet, Attachment 2.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt of the invoice.

Invoices not received as stated above or not containing the above information may delay payment to the contractor. Contractors whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

All questions concerning invoices shall be directed to the Responsible person Named on the Purchase Order.

4.15 SHIPPING TERMS-RESERVED

4.16 PERFORMANCE STANDARDS

The State relies upon the provision of services in accordance with the contract, therefore, the offeror agrees that time is of the essence, and that contractual commitments shall be met.

4.17 FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.18 INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of

the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4.19 INSURANCE REQUIREMENTS

Within **five (5) days** of notification, the Bidder shall submit a copy of the attached **Certificate of Insurance, Exhibit 2**, or a Department approved alternate form showing insurance in the following amounts to:

Arizona Department of Transportation, Procurement Group
Attention: Nancy Caffrey
1739 W. Jackson St., Suite A - MD 100P
Phoenix, Arizona 85007

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Each Occurrence	\$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$500,000
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- a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail; return receipt requested and shall be sent directly to:

Arizona Department of Transportation, Procurement Group
Attention: Nancy Caffrey, Procurement Officer
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, AZ. 85007

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group
Attention: Nancy Caffrey, Procurement Officer
1739 W. Jackson Street, Suite A, MD 100P
Phoenix, AZ. 85007

The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors, as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

4.20 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.21 REFERENCES

The offer shall include a minimum of 3 references, which have utilized the offeror's services within the past twenty-four months. These references shall be from major organizations, which are not directly controlled by the offeror. References shall be provided on **Attachment 3** and shall include all requested information. Use additional sheets if necessary. Make certain that all references submitted contain up to date information, as all references will be checked.

4.22 CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Nancy Caffrey, Procurement Officer (602) 712-8595

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

4.23 SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards and the Department of Environmental Quality.

4.24 ESTIMATED QUANTITIES

The Department anticipates considerable activity under any resultant contract(s). The Department reserves the right to increase or decrease amounts as circumstances may require. **No guarantee is made concerning any annual quantities to be actually ordered. Contract shall not exceed \$50,000.00.**

4.25 VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed **STATE OF ARIZONA SUBSTITUTE W-9 FORM, Attachment 4** on file with the Procurement Group. No payments shall be made until the form is on file. Forms may be obtained by contacting Bonnie Hartley at (602) 712-8520.

4.26 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

5.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <https://www.spirit.az.gov/Applications/SPIRIT/SR.nsf> or contact Nancy Caffrey at (602) 712-8595.

6.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: Nancy Caffrey. Responses must be in writing and signed.

Complete and return the following:

- SIGNED OFFER & CONTRACT AWARD SHEET - ATTACHMENT 1
- PRICE SHEET - ATTACHMENT 2
- REFERENCES - ATTACHMENT 3
- SUBSTITUTE W-9 – ATTACHMENT 4
- NON-COLLUSION AFFIDAVIT- ATTACHMENT 5

6.1 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

6.2 FEDERAL IMMIGRATION AND NATIONALITY ACT

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

EXHIBIT 1-CDL
TYPICAL DAILY MAINTENANCE PERFORMED BY ADOT

T09-17-00003

EQUIPMENT CHECKLIST
DATE: _____

DRIVERS NAME (POST INSPECTION)	MILEAGE OUT: MILEAGE IN:
<div style="display: flex; justify-content: space-between;"> BUCKET TRUCK NO. LICENSE NO. </div>	DRIVERS SIGNATURE:
<div style="display: flex; justify-content: space-between;"> AGENCY/ORG: PHONE NO.: </div>	CONDITION OF VEHICLE SATISFACTORY: (POST TRIP)

(v) CHECK MARK ONLY THOSE ITEMS FOUND DEFECTIVE

TRUCK BODY & UNDER HOOD

? BODY DAMAGE ? ENGINE & COMPONENTS ? OIL & COOLANTS LEVELS	? ACCESORY DRIVE BELTS (FAN, Gen.) ? COOLING SYSTEM HOSES, ETC. ? LEAKS: FUEL, OIL, WATER, GREASE
---	---

IN CAB: (START ENGINE AND TURN ON ALL LIGHTS)

? ENGINE OPERATION (START UP & DRIVEABILITY) ? GAUGES, WARNING LIGHTS ? WINDSHIELD WIPERS & WASHERS ? HORN (AIR & ELECTRIC) ? STEERING (EXCESSIVE PLAY) ? FIRE EXTINGUISHER ? OPERATION OF TRACTOR PROTECTION VALVE	? MIRRORS ? SPARE FUSES (ELECTRICAL) ? WINDSHIELD & WINDOW CRACKS ? SEAT BELTS ? BRAKES (SERVICE & PARKING) ? EMERGENCY FLASHERS, STROBES, FLAGES, BREAKDOWN KIT ? HEATER & DEFROSTER
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OUTSIDE UNIT: (ENGINE RUNNING & LIGHTS ON, START AT LEFT FRONT WHEEL AND GO AROUND)

? WHEEL, LUGS, STUDS ? TIRES-DAMAGE & FLATS ? EXHAUST SYSTEM: LEAKS, LOOSE ? BRAKE LINES-HOSES ? ELECTRICAL CONNECTIONS ? TRAILER HOOKUP; FIFTH WHEEL, PINTLE HOOK, SAFETY CHAINS, BREAKAWAY SYSTEM ? SUSPENSION & FRAME	? DRIVESHAFT, UNIVERSALS, CLUTCH, TRANSMISSION ? LIGHTS: HEAD/TAIL/STOP, TURN SIGNAL, FLASHERS, RUNNING LIGHTS, WIRING ? REFLECTORS ? MUD FLAPS ? BATTERY & MOUNTING, COVER CABLES ? AIR TANK (DEFECTIVE DRAIN) ? LOAD & FASTENING DEVICES: TRAILER TONGUE WEIGHT
---	--

CONDITION OF TRAILER (S) (CHECK MARK (v) IF TRAILER FOUND DEFECTIVE		
? Unit No. _____	Unit No. _____	Unit No. _____
SPECIFIC COMMENTS:		

? ABOVE DEFECTS CORRECTED
? ABOVE DEFECTS NEED TO BE CORRECT FOR SAFE OPERATION OF VEHICLE
? CONDITION OF ABOVE VEHICLE (S) SATISFACTORY (PRE-TRIP)

MECHANIC/AGENT SIGNATURE:_____

MECHANIC/AGENT DATE:_____



**EXHIBIT 2
STATE OF ARIZONA
CERTIFICATE OF INSURANCE**

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION
PROJECT TITLE: Rental of One (1) 90' Non-Operated Bucket Truck
CONTRACT NUMBER: T09-17-00003

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
	A	
INSURED	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE(ANY ONE FIRE) \$ MED.EXPENSE(ANY ONE PERSON) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED State of Arizona Arizona Department of Transportation 1739 W. Jackson Street, Suite A , MD 100P Phoenix, AZ 85007-3276	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY SIGNATURE _____ DATE: _____
--	--

OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. T09-17-00003

Submit this form with an original signature to the Department

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: _____

Federal Employer Identification

For clarification of this offer, contact:

No.: _____

Printed Name

Offeror's (Company) Name

Email Address

Address

Company Email Address

City State Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

Rental of One (1) Non-Operated Bucket Truck

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this _____ day of _____ 2008

Nancy Caffrey

Awarded Date

**ATTACHMENT 2
PRICE SHEET**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street,, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T09-17-00003

**ANY CORRECTIONS/WHITE OUTS SHALL BE INITIALED OR BID MAY BE SUBJECT TO
REJECTION**

VENDORS SHALL PROVIDE THE FOLLOWING PRICING

Item No.	DESCRIPTION	ISSUE QTY.	<u>UNIT</u>	UNIT PRICE
1.	Rental of One (1) Non-Operated, 90' single, two man, fiberglass basket on a 6X4 chassis without material handling, Bucket Truck.	1	Daily	\$_____
		1	Weekly	\$_____
		1	Monthly	\$_____

Out of State Equipment Transportation fee (if applicable): \$_____

DELIVERY FIVE (5) DAYS AFTER RECEIPT OF ORDER: YES or NO

If NO, indicate delivery time frame: _____

Company Name

Company Representative

_____ % Arizona Sales Tax, State & City

Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids.

**IF PAYMENT IS MADE WITHIN _____ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED
PRICE CAN BE DISCOUNTED BY _____ %**

ATTACHMENT 3 REFERENCES

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street,, Suite A, MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T09-17-00003

PLEASE LIST THE NAME, ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER AND FAX NUMBER FOR THREE (3) ORGANIZATIONS FOR WHOM YOUR COMPANY HAS PROVIDED SERVICES OF A SIMILAR SIZE AND SCOPE WITHIN THE PAST 24 MONTHS. **THESE REFERENCES MAY BE CHECKED, SO PLEASE MAKE SURE ALL INFORMATION IS ACCURATE AND CURRENT.**

- A. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE OF CONTRACT INITIATION: _____
TYPE OF SERVICES PROVIDED: _____
- B. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE OF CONTRACT INITIATION: _____
TYPE OF SERVICES PROVIDED: _____
- C. ORGANIZATION: _____
ADDRESS: _____
CITY/STATE/ZIP CODE: _____
CONTACT: _____
TELEPHONE NUMBER: _____
FAX NUMBER: _____
DATE OF CONTRACT INITIATION: _____
TYPE OF SERVICES PROVIDED: _____



Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certification and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to a n Arizona state agency;

AND

3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.



• Type of Request (Must select at least ONE)		<input type="checkbox"/> Tax ID <input type="checkbox"/> Legal Name <input type="checkbox"/> Entity Type <input type="checkbox"/> Minority Business Indicator	
<input type="radio"/> New Request	<input type="radio"/> New Location (Additional Mail Code)	<input type="radio"/> Change (Select the type(s) of change from the following:	
		<input type="checkbox"/> Main Address <input type="checkbox"/> Remittance Address <input type="checkbox"/> Contact Information	
• Taxpayer Identification Number (TIN) (Provide ONE Only)			
Social Security Number (SSN)		OR Employer Identification Number (EIN)	
• Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual OR Sole Proprietorship enter First, Middle, Last Name.)			
Legal Name*			
• Entity Type Must select one of the following (Coding (X#) is for internal purposes only)			
<input type="radio"/> Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (61) <input type="radio"/> State of Arizona employee (1E) STATE HRIS EIN			
<input type="radio"/> Corporation NOT providing health care, medical or legal services (5A) <input type="radio"/> LLC, PLLC organized as corporation NOT providing health care medical or legal services (5A)			
<input type="radio"/> Corporation providing health care, medical or legal services (5M) <input type="radio"/> LLC, PLLC organized as corporation providing health care medical or legal services (5M)			
<input type="radio"/> Partnership, LLP or Partnership organized as LLC or PLLC (5C) <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)			
<input type="radio"/> An international organization or any of its agencies/instrumentalities (5U) <input type="radio"/> Other: Tax Reportable Entity (5P) Description			
<input type="radio"/> The US or any of its political subdivisions or instrumentalities (2G) <input type="radio"/> Other: Tax Exempt Entity (5H)			
• Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)			
<input type="radio"/> Small Business (01) <input type="radio"/> Small, Woman Owned Business- Hispanic (31) <input type="radio"/> Minority Owned Business- African American (04)			
<input type="radio"/> Small Business- African American (23) <input type="radio"/> Small, Woman Owned Business- Native American (33) <input type="radio"/> Minority Owned Business- Asian (32)			
<input type="radio"/> Small Business- Asian (24) <input type="radio"/> Small, Woman Owned Business- Other Minority (11) <input type="radio"/> Minority Owned Business- Hispanic (74)			
<input type="radio"/> Small Business- Hispanic (25) <input type="radio"/> Woman Owned Business (03) <input type="radio"/> Minority Owned Business- Native American (15)			
<input type="radio"/> Small Business- Native American (27) <input type="radio"/> Woman Owned Business- African American (17) <input type="radio"/> Minority Owned Business- Other Minority (02)			
<input type="radio"/> Small Business- Other Minority (05) <input type="radio"/> Woman Owned Business- Asian (18) <input type="radio"/> Non-Profit, IRC § 501(c) (88)			
<input type="radio"/> Small, Woman Owned Business (06) <input type="radio"/> Woman Owned Business- Hispanic (19) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business (00)			
<input type="radio"/> Small, Woman Owned Business- African American (29) <input type="radio"/> Woman Owned Business- Native American (21) <input type="radio"/> Individual, Non-Business (00)			
<input type="radio"/> Small, Woman Owned Business- Asian (30) <input type="radio"/> Woman Owned Business- Other Minority (08)			
• Main Address Where tax information and general correspondence is to be mailed		• Remittance Address Where payment is to be mailed <input type="checkbox"/> Same as Main	
DBA/Branch/Location		DBA/Branch/Location	
Address		Address	
City	State	City	State
Zip code		Zip code	
• Vendor Contact Information			
Name		Title	
Phone #	Ext.	Fax	Email
• Certification <input type="checkbox"/> Exempt from backup withholding			
1. Under Penalties of perjury, I certify that:			
2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND			
3. I am a U.S. person (including U.S. resident alien).			
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transaction, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.			
The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.			
Signature	Title	Date	
STATE OF ARIZONA AGENCY USE ONLY – Agency Authorization			
State HRIS EIN	Print Name	Signature	
AGY	Title	Phone #	Date
STATE OF ARIZONA GAO USE ONLY			
VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE			
<input type="checkbox"/> IRS TIN Matching	<input type="checkbox"/> Corporation Commission	Vendor Number	Date Processed
<input type="checkbox"/> HRIS	<input type="checkbox"/> GAO-03	<input type="checkbox"/> Other	

**ATTACHMENT 5
NON-COLLUSION AFFIDAVIT**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement
1739 West Jackson, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. T09-17-00003

NON-COLLUSION AFFIDAVIT

State of Arizona)
) ss
County of)

(Affiant)

the _____
(Title)

of _____
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not sham or collusive, nor made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

(Title)

Subscribed and sworn to before me this
_____ Day of _____, 20____

Signature of Notary Public in and for
the County of _____
State of _____